

AGREEMENT FOR INSTALLATION, MAINTENANCE AND USE  
OF A TEST HOLE AND/OR OBSERVATION WELL ON PRIVATE  
OR \_\_\_\_\_ PROPERTY

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THIS AGREEMENT is entered into this 12th day of August, 1982, by and between J.P. SMO AND SONS, hereinafter called "Licensor", and the United States of America, by and through the United States Environmental Protection Agency hereinafter called "Licensee", pursuant to the Act of December 29, 1942, as amended (43 U.S.C. sec. 36 b).

WITNESSETH:

1. Licensor, for and in consideration of the faithful performance by Licensee of all covenants and conditions herein contained and payment of the amount hereinafter provided, hereby consents and agrees to the excavation, installation, maintenance, and exclusive use of (describe physical characteristics of hole and/or well, maintenance facilities, and purposes of excavation, used and maintenance) 50-100 FT. PERMANENT MONITORING WELL

hereinafter collectively referred to as "Structure," by the Licensee upon and over the property of the Licensor as described in Paragraph 2 hereof, and the Licensor grants the right of ingress to and egress from the said Structure and property described herein for the purpose stated herein.

This test hole is an opening which extends into the earth and is produced by drilling or augering methods.

This observation well is a hole which extends into the earth and is produced by drilling or augering, which may or may not be cased or screened.

2. The said Structure shall be located on the property of Licensor as shown on attached drawing and further described as follows: (site location) 3655 Rowdale Drive - Ashville, Tenn. A

3. Excavation and/or installation of said structure shall begin within 7 DAYS days or a mutually agreeable time after the effective date of this agreement. The said Structure and appurtenances thereof shall be excavated, installed and maintained in a good, safe, diligent and workmanlike manner.

4. The said Structure and appurtenances and all equipment and tools for the maintenance and use thereof placed in or upon said described property shall remain the property of the Licensee and shall be removed, filled and/or plugged, etc., by the Licensee at its own cost and expense within a reasonable time after the expiration of this agreement or any renewal thereof. Upon removal, filling and/or plugging, etc. of said Structure and appurtenances the Licensee shall restore said described property to as nearly as possible the same state and condition existing prior to the excavation, and/or installation of said Structure and its appurtenances.

5. The Licensee agrees to cooperate, to the extent allowed by law, in the submittal of all claims for alleged loss, injuries, or damages to persons or property arising from the acts of Licensee's employees, acting within the scope of their employment, in the excavation, installation, use, maintenance, and/or removal of said Structure, appurtenances, equipment and tools pursuant to the Federal Tort Claims Act (28 U.S.C. 2671 et seq.).

6. As consideration for the rights and privileges granted herein, the Licensee shall pay to the Licensor the sum of \$ N/A upon presentation of bill thereof, subject to the availability of appropriations by the Congress.

7. This agreement shall become effective on the day and year first above written, and shall continue in full force and effect until terminated by Licensee at any time on 30 days written notice.

8. No Member of or Delegate to Congress or Resident Commissioner after his election or appointment, either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share of this agreement, or to any benefit arising therefrom, but this provision shall not be constructed to extend to this agreement if made with a cooperation for its general benefit.

9. The Licensor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Licensee the right to terminate the agreement, or, in its discretion, to deduct from the agreement amount or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Licensor upon agreements secured or made through bona fide established commercial or selling agencies maintained by the Licensor for the purpose of securing business.

10. This agreement shall inure to the benefit of and be binding upon the successors, assigns, and transferees of the parties hereto, including successors of the License in control of the project or the portion thereof affected by this agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LICENSOR:

NAME

John P. Hood Jr.

LICENSEE:

UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY

ADDRESS

3655 Treadwell Dr.  
Knoxville, Tenn.

BY

TITLE

APPROVED:

BY:

Administrative Officer,  
Water Resources Division